....., as Trustee. and

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FORM No. 581-Oregon Trust Deed Series-T&UST DEED

THIS TRUST DEED, made this 12 day of March , 19.92 , between THOMAS M. ANDREWS and MANDI D. ANDREWS, husband and wife

MIC 2703

as Grantor, MOUNTAIN TITLE COMPANY OF KLAMATH COUNTY JOHANN KLEIN, JR. & BELVA KLEIN or the survivor thereof

J DET NO ESTELO

as Beneficiary.

WITNESSETH:

Grantor irrevocably grants, bargains, sells and conveys to trustee in trust, with power of sale, the property inKLAMATH......County, Oregon, described as:

Lot 4, Block 2, TRACT 1009, YONNA WOODS, according to the official plat thereof ca file in the office of the County Clerk of Klamath County, Oregon. TOGEHTER WITH a 1982 EMBAS 2U Mobile Home which is situate on the real property described herein.

THIS TRUST DEED IS AN ALL-INCLUSIVE TRUST DEED AND IS BEING RECORDED SECOND AND JUNIOR TO A FIRST MORTGAGE IN FAVOR OF OREGON DEPARTMENT OF VETERANS' AFFAIRS, AS MORTGAGEE:

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

together with all and singular the tenements, hereditaments and appurtenances and all other rights thereunto belonging or in anywise now or hereafter appertaining, and the rents, issues and profits thereof and all fixtures now or hereafter attached to or used in connec-tion with said real estate. FOR THE PURPOSE OF SECURING PERFORMANCE of each agreement of grantor herein contained and payment of the

sum of**THIRTY EIGHT THOUSAND TWO HUNDRED FIFTY AND NO / 100ths*****

Dollars, with interest thereon according to the terms of a promissory note of even date herewith, payable to beneficiary or order and made by grantor, the final payment of principal and interest hereol, if

nerein, shall become immediately due and payable. To protect the security of this trust deed, grantor agrees: 1. To protect, preserve and maintain said property in good condition and repair; not to renove or demolish any building or improvement thereon; not to commit or, permit any waste, ol said property. 2. To complete or restore promptly and in good and workmanlike manner any building or improvement which may be constructed, damaged or destroyed thereon, and pay when due all costs incurred therefor. To comply with all taws, ordinances, regulations; covenants, condi-tions and restrictions allecting said property; if the beneficiary so requests, to join in executing such financing statements pursuant to the Uniform Commer-ical Code as the beneficiary may require and to pay for filing same in the proper public office or offices, any well as the cost of all lien searches made by liling officer or searching segencies as may be deemed desirable by the beneficiary. 1. To provide and continuously maintain investors at the training investors of the training investors of the training investors of the training investors of the training segments and the training investors of the training

ion in executing such linancing statements purisuant to pay for filing same in the proper public office, or offices, as well as the cost of the Uniform Commercial Code as the beneficiary may require and to pay for filing same in the proper public office, or offices, as well as the cost of all lien searches made by filing officers, or searching agencies as may be deemed desirable by the beneficiary. To provide and continuously maintain insurance on the buildings off and such other has then study remains against lass or damage by firing other has and searching agencies as may be deemed desirable by the beneficiary. To for every study of the search of

It is mutually agreed that: 8. In the event that any portion or all of said property shall be taken with the event that any portion or all of said property shall be taken and the right of eminent domain or condemnation, beneliciary shall have the infant, if it is o elects, to require that all or any portion of the monies payable right, if its o elects, to require that all or any portion of the monies payable to pay all reasonable costs, expenses and attorney's lees necessarily paid or incurred by grantor in such proceedings, shall be paid to beneliciary and poplied by it list upon any reasonable costs and expenses and extorneys fees, both in the trial and appellate courts, necessarily paid or incurred by ben-bered in such proceedings, and the balance applied upon the indebtedness secured hereby; and grantor agrees, at its own expense, to take such actions and execute such instruments as shall be metessary in obtaining such com-pensation, promptly upon beneficiary's request. 9. At any times and irom time to time upon written request of bene-ficiary, payment of its lees and presentation of this deed and the role fori-and execut (in case of lull'reconveyances. for cancellation), without allecting the liability of any person for the payment of the indebtedness, truster may (A) consent to the making of any map or plat of said property; (b) join in

granting any easement or creating any restriction thereon; (c) join in any subordination or other afreement allecting this deed or the lien or charge thereol; (d) reconvey, without warranty, all or any part of the property. The grantee in any reconveyance may be described as the "person or persons legally entitled thereto" and the recitals therein of any matters or lacts shall be conclusive proof of the truthfulness thereoil. Trustee's tees for any of the services mentioned in this paragraph shall be not less than \$5. IO. Upon any delault by grantor hereunder, beneficiary may at any time without motice, either in person, by agent or by a receiver to be ap-pointed by a court, and without refard to the adequacy of any security for the indebtedness hereby secured, enter upon and take possession of said property less costs and expenses of operation and collection, including reasonable attor-ney's tees upon any indebtedness secured hereby, and in such order as been iciary may determine. 11. The entering upon and taking possession of said property, the collection of such refs. issues and profits, or the proceeds of thie adorder insurance policies or compensation or awards tor any taking or damage of the property, and the application or release thereol and invalidate any act done waive any delault or notice of delault hereonder or invalidate any act done pursuant to such notice.

Noversy, and the application or release thereol as aloresaid, shall not cure of waire any default or notice of default hereunder or invalidate any act done pursuant to such notice. 12. Upon default by grantor in payment of any indebtedness secured hereby or in his performance of any agreement hereunder, time being of the sessence with respect to such payment and/or performance, the beneficiary may declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an declare all sums secured hereby immediately due and payable. In such an devent the beneficiary ach is election may proceed to foreclose this trust deed by in equily as a mortgage or direct the trustee to foreclose this trust deed in equily as a mortgage or direct the trustee to foreclose this trust deed were the beneficiary electis to foreclose by advertisement and sale. In the event the beneficiary electis to fond cause to be recorded his written notice of default and his election to such and the such as morter signation methy election to such the sub and described real property to satisfy the obligation and his election to such the by law and proceed to foreclose this trust deed in the manner provided in the trustee shall lix the time and place of sale, give his default or my other person so privileed by ORS 86.753, may cure the default or defaults. If the default consiste of a failure to pay, when due the default or defaults. If the default consiste of a failure to pay, when due the default or defaults. If the default consiste of a failure to pay, when due the default or default to the default or our other the such by paying the entire amount due at the time of the cure other than such portion as would entite amount due at the time of the cure other than such portion as would entite amount due at the time of the cure other than such portion as would entite amount due at the time of the cure other than such portion as would entite amount due at the time of the cure other tha

together with trustees and attorney's lees not exceeding the amounts provided by law. 14. Otherwise, the sale shall be held on the date and at the time and place designated in the notice of sale or the time to which said store and place designated in the notice of sale or the time to which said store in one parcel or in separate parcels and shall sell the parcel or parcel store in the highest bidder for cash, payable at the time of sale. Truste shall deliver to the purchaser its deed in form as required by law convering the property so sold, but without any covenant or warranty, express or im-the property so sold, but without any covenant or warranty, express or im-the grantor and beneticiary, may purchase at the sale. The treates but thereol. Any person, excluding the trustee, but including the grantor and beneticiary, may purchase at the sale. Subtract the property of sold is a sold to be powers provided herein, trustee shall apply the proceeds of sale to payment of (1) the express of sale, in-cluding the compensation of the trustee and a reasonable charge by trustee attorney, (2) to the obligation secured by the trust deed, (3) to all person the store of the subsequent to the interest of the trustee in the front deed at their interests may appear in the outder of their priority and (4) the surplus. 16. Beneficiary may thom time to the appoint a supressor of success.

surplus, il any, to the grantor or to his successor in interest entitled to such surplus. 16. Beneticiary may irom time to time appoint a successor or success-sors to any trustee named herein or to any successor trustee appointed here-under. Upon such appointment, and without conveyance to the successor trustee, the latter shall be vested and the pointment factor and during baneficiary, and substitution shall be made by which ercords of the county or counties in which, when recorded in the most back beneficiary, which, when recorded in the most back beneficiary, of the property is situated, shall be conclusive prool of proper appointment of the successor trustee accept this trust when this deed, duly executed and acknowledged is made appoint record as provided by law. Trustee is not obligated to notify any proceeding in which grantor, beneficiary or trustee "trust or a party unless such action or proceeding is brought by trustee.

NOTE: The Trust Deed Act provides that the trustee hereunder must be either an attorney, who is an active member of the Oregon State Bar, a bank, trust company or savings and loan association authorized to do business under the faws of Oregon or the United States, a title insurance company authorized to insure title to real property of this state, its subsidiaries, offiliates, agents or branches, the United States or any agency thereof, or an escrow agent licensed under ORS 696.505 to 696.585.

The grantor covenants and agrees to and with the beneficiary and those claiming under him, that he is law fully seized in fee simple of said described real property and has a valid, unencumbered title thereto except Hortgage recorded December 8, 1981 in Volume H81, page 21091, Hicrofilm Records of Klamath County, Oregon in favor of the State of Oregon, represented by the Department of Veterans' and that he will warrant and forever defend the same against all persons whomsoever. Affairs, as Beneficiary The grantor warrants that the proceeds of the loan represented by the above described note and this trust deed are: (a)* primarily for grantor's personal, family or household purposes (see Important Notice below), (b) for an organization, or (even it grantor is a natural person) are for business or commercial purposes. This deed applies to, inures to the benefit of and binds all parties hereto, their heirs, legatees, devisees, administrators, executors, personal representatives, successors and assigns. The term beneficiary shall mean the holder and owner, including pledgee, of the contract secured hereby, whether or not named as a beneficiary herein. In construing this deed and whenever the context so requires, the masculine gender includes the teminine and the neuter, and the singular number includes the plural. IN WITNESS WHEREOF, said grantor has hereunto set his hand the day and year first above written. ANDREWS Chuchen THOMAS * IMPORTANT NOTICE: Delete, by lining out, whichever warranty (a) or (b) is not applicable; if warranty (a) is applicable and the beneficiary is a creditor as such word is defined in the Truth-in-Lending Act and Regulation Z, the beneficiary MUST comply with the Act and Regulation by making required disclosures; for this purpose use Stevens-Ness form No. 1319, or equivalent. If compliance with the Act is not required, disregard this notice. Mandik STATE OF OREGON, County of Klamath March 12, 1992 This instrument was acknowledged before me or THOMAS M. ANDREWS and MANDI D. ANDREWS This instrument was acknowledged before me on ACTION OF THE AC REQUEST FOR FULL RECONVEYANCE To be used only when abligations have been p The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said dead have been fully asid and esticited. You have been directed on asyment to you of any sums awind to you under the terms of The undersigned is the legal owner and holder of all indebtedness secured by the foregoing trust deed. All sums secured by said frust deed have been fully paid and satisfied. You hereby are directed, on payment to you of any sums owing to you under the terms of aid trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you berswith together with said event deed) and to reconverse without warranty to the parties designated by the terms of said trust deed the said trust deed or pursuant to statute, to cancel all evidences of indebtedness secured by said trust deed (which are delivered to you horewith together with paid trust deed) and to reconvey, without warranty, to the parties designated by the terms of said trust deed the TO: . estate now held by you under the same. Mail reconveyance and documents to ومعمولية بمعمد والمناجع SEE FRITIEL .V. SLAVING BEBELO YED OF ANTO FRITIER B 1991 Beneficiary DATED: LICE not loss or destroy this True Bard OR THE NOTS which it secures. Bein must be dedivoired to the instance for esseculation before reconveyrance will be made. TUNTER TO A TIME PROPERTY THE PROPERTY OF THE PROPERTY OF STATE OF OREGON, SS. ្មម្ <u>19</u> 199 be cost fit attree of the completions I certify that the within instrument County of ----TOR NO. 81) C. FORTLAND ONE. LIPETRO ON LIPE LOWICH JEARS TRUST DEED was received for record on the day , 19....., THOMAS M. ANDREWS and MANDI D. ANDREWS in book/reci/volume No. on the state was to state of or as fee/file/instru-1209 SUMERS LANE SPACE RESERVED ment/microfilm/reception No. 97603 page KLAMATH FALLS. OR JOHANN KLEIN, JR. and BELVA KLEIN Record of Mortgages of said County. UURANN MARIAND AVE THAY KINN OF TRECORDER'S USE SA29 MARYAND AVE THAY KINN OF TRECORDER'S USE KIANATH FALLS, OR 197603 THAT TA UK STREWAR CONSE FOR Witness my hand and seal of County affixed. A AMPRENS, heaband and alle TITLE NOUNTAIN FITLE COMPANY 73 NAME Deputy OF KLAMATH COUNTY By 168 42452 31

This Trust Deed is an All Inclusive Trust Deed and is second and subordinate to the Mortgage now of record which was recorded on 12/08/81, in Volume M81, Page 21091, Microfilm Records of Klamath County, Oregon, in favor of OREGON DEPARTMENT OF VETERANS' AFFAIRS, as Beneficiary, which secures the payment of a Note therein mentioned.

The Beneficiary, named herein, agrees to pay, when due, all payments due upon the said Promissory Note recorded in favor of OREGON DEPARTMENT OF VETERANS' AFFAIRS, and will save the Grantors herein harmless therefrom.

Should the said Beneficiary herein default in making any payments due upon said prior Note and Trust Deed, Grantor herein may make said delinquent payments and any sums so paid by the Grantor herein shall then be credited upon the sums next to become due upon the Note secured by this Trust Deed.

The real property taxes shall be paid by the Beneficiary each year beginning with the 1992-1993 fiscal year and upon payment of said real property taxes the amount paid will be added back to the balance of the Note secured by this All Inclusive Trust Deed. At such time as the underlying Note and Mortgage in favor of the Oregon Dept. of Veterans' Affairs is paid in full the Grantor herein shall become responsible for payment of the real property taxes.

EMANDA MIDA

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STATE OF OREGON: COUNTY OF KLAMATH: 55.					the	<u>13th</u> day
	record at reques March		Mountain 1111	<u>co.</u> o'clockA_M., on Page Evelyn Biehn By	and duly recorded in 5233 County Cler	k
FEE	\$20.00					and a second
				승규는 방송에 많이 다.		